burning down, it was *held*, that the two agreements taken together could not be considered as a single contract by which the mortgagees bound themselves to insure. Parol evidence is inadmissible to supply an omission in the second agreement.

Evidence of Adverse Possession—Acknowledgment of Title Paramount.—Oldig v. *Fisk*, 73 N. W. Rep. (Neb.) 661. The adverse holder of land, before the statute had run, having completed his title, voluntarily offered and attempted to purchase the paramount title from the owner. *Held*, that the attempted purchase was not alone sufficient to divest the possession of its adverse character, although the adverse claimant may have intended thereby to acquire the true title. Such an attempted purchase is not an acknowledgment of the superiority of the outstanding title, nor an abandonment of one's former claim. It is proof only that the occupant thinks it worth while to get rid of the outstanding title and unite it to the one under which he has been holding. *Jackson* v. *Newton*, 18 Johns. 355; *Northrop* v. *Wright*, 7 Hill 476, and other cases cited upholding these views. Ragan, C., (dissenting), held the general rule to be that any act of recognition or acknowledgment of a superior title in another, during the period of adverse possession, will amount to an interruption of continuity of possession, and defeat the operation of the statute. 1 Am. and Eng. Enc. Law (2 Ed.), 838. "The offer is a recognition of the owner's title, and will stop the running of the statute." *Lovell* v. *Frost*, 44 Cal. 471. An offer by one to purchase the property which he is holding adversely, from the owner, within the statutory time, is a clear recognition of plaintiff's title, and will interrupt the running of the statute. *Litchfield* v. *Sewell* (Iowa), 66 N. W. 104.

Evidence—Admissibility—Memorandum Made by Third Party—Competency of Wife as a Witness.—Pingree v. *Johnson*, 39 Atl. (Vt.) 202. In an action for balance of account, where defendant alleged certain payments made by his wife and under his direction to have been received as full settlement, his testimony cannot be corroborated by a memorandum made by his wife at the time. Nor is his wife, under a statute permitting a wife to testify as to transaction done by her as her husband's agent, competent to testify as to an act done by her for her husband in his presence or under his direction. Such a transaction must be regarded as conducted by himself and not by an agent. *Bates* v. *Sabin*, 64 Vt. 511, 24 Atl. 1013.

EXTRAORDINARY WRITS.

Quo Warranto—Judgment of Ouster.—State ex rel. Boyle, Atty. Gen. v. *Mutual Life Ins. Co., of N. Y.*, 51 Pac. Rep. (Kan.) 881. Plaintiff brought an action of *quo warranto* against defendant for exercising in Kansas its corporate franchises, without having been authorized to do so by the laws of the State. To this the defendant filed an answer and to the answer a reply was filed. The defendant then asked leave to withdraw its answer, alleging that it had ceased to transact insurance business in Kansas, and that it brought into court sufficient money to pay all the costs of the case and asked that the action thereupon be dismissed. *Held*, that judgment in favor of plaintiff, ousting the defendant from the exercise of incorporate powers within the State, was the proper decree, and not dismissal. Johnston, J., dissenting, held, that the corporation, having surrendered the privilege formerly exercised, the purpose of the proceeding had been fully accomplished and nothing was left for